

88614

RECORDED AT REQUEST OF

HOGE, FENTON, JONES and APPEL
DEC 11 3 09 PM '92OFFICE OF RECORDER
COUNTY OF MONTEREY
SALINAS, CALIFORNIA**NO FEE****IRREVOCABLE OFFER TO DEDICATE SCENIC EASEMENT****AND****DECLARATION OF RESTRICTIONS**

THIS IRREVOCABLE OFFER TO DEDICATE SCENIC EASEMENT AND
DECLARATION OF RESTRICTIONS (hereinafter referred to as the
"Offer") is made this 26th day of June, 1992, by
SANTA LUCIA COMPANY, a partnership, (hereinafter referred to as
the "Grantor").

I

WHEREAS, Grantor is the legal owner of a fee interest of
certain real property located in the County of Monterey, State of
California, and described in the attached Exhibit A (hereinafter
referred to as the "Property"); and

II

WHEREAS, all of the Property is located within the coastal zone as
defined in section 30103, Division 20 of the California Public Resources
Code (hereinafter referred to as the "California Coastal Act of 1976");
and

III

WHEREAS, the California Coastal Act of 1976 (hereinafter
referred to as the "Act") creates the California Coastal
Commission (hereinafter referred to as the "Commission") and

1 requires that any coastal development permit approved by the
2 Commission must be consistent with the policies of the Act set
3 forth in Chapter 3 of Division 20 of the Public Resources Code;
4 and

IV

5 WHEREAS, pursuant to the Act, Grantor applied to the
6 Commission for a permit to undertake development as defined in
7 Section 30106 of the Public Resources Code within the coastal
8 zone of Monterey County; and

V

9 WHEREAS, on March 3, 1982, the Commission, acting on behalf
10 of the People of the State of California and pursuant to the Act,
11 granted a coastal development permit number 3-82-1 (hereinafter
12 referred to as the "Permit") in accordance with the provisions of
13 Staff Recommendations and Findings, attached hereto as Exhibit B
14 and hereby incorporated by reference, subject to the following
15 condition (hereinafter referred to as the "Condition"):
16

5. Scenic Easement

17
18 Prior to issuance of the permit, an
19 easement for the protection of the scenic
20 resources shall be recorded covering that
21 portion of the subject site which is
22 visible from State Highway Route 1.
23 Submittal shall be supported by topographic
24 maps or other means necessary in order to
25 demonstrate the extent of the critical
26 viewshed. This easement shall be granted
27 to an appropriate public agency or
28 conservation foundation. Such easement
shall be free of prior liens or
encumbrances, except for tax liens.
Permittee shall submit for Executive
Director, Attorney General, and Grantee
review and approval, the terms, conditions,
and proposed grantee for the easement,
prior to recording.

1 This easement shall include provisions to
2 prohibit grading and other development; to
3 prevent disturbance of native trees,
4 groundcover and wildlife; to prevent damage
5 by livestock; to provide for maintenance
6 needs; and to specify conditions under
7 which diseased or dangerous trees may be
8 removed.

VI

9 WHEREAS, the Commission has placed the Condition on the
10 permit 1) to preserve the open space and scenic values present on
11 the Property and so as to prevent the adverse direct and
12 cumulative effects on coastal resources and public access to the
13 coast which could occur if the Property were not restricted in
14 accordance therewith and 2) because in the absence of the
15 protections provided by the Condition the finding required by
16 Public Resources Code section 30604(a) that the proposed
17 development is in conformity with the provisions of Chapter 3 of
18 the Act could not be made; and

VII

19 WHEREAS, Grantor has elected to comply with the Condition
20 and execute this Offer so as to enable Grantor to undertake the
21 development authorized by the Permit;

22 NOW THEREFORE, in consideration of the granting of the
23 Permit to the Grantor by the Commission, and in compliance with
24 and fulfillment of the Condition, Grantor hereby irrevocably
25 offers to dedicate a scenic easement in perpetuity over the
26 Property as follows:

27 1. DESCRIPTION. This Offer affects only that portion of the
28 Property which is visible from Highway 1 and as specifically described in
Exhibit C, attached hereto and incorporated herein by reference (hereinafter
referred to as the "Protected Lands").

1 2. **PURPOSE.** This Offer is for the purpose of preserving
2 the light, air, view, and scenic qualities over and upon the
3 Protected Land.

4 3. **DURATION, ACCEPTANCE AND TRANSFERABILITY.** This Offer
5 shall be binding upon the owner and the heirs, assigns, or
6 successors in interest to the Protected Land for a period of
7 21 years. This Offer may be accepted by any agency of the State
8 of California, a political subdivision, or a private association
9 acceptable to the Executive Director of the Commission and
10 reasonably acceptable Grantor (hereinafter referred to as the
11 "Grantee"). Such acceptance shall be effectuated by recordation
12 by the Grantee of an acceptance of this Offer in the form
13 attached hereto as Exhibit E. Upon such recordation of
14 acceptance, this Offer and terms, conditions, and restrictions
15 shall have the effect of a grant of scenic easement in perpetuity
16 for light, air, view and the preservation of scenic qualities
17 over the Protected Land that shall run with the land and be
18 binding on the heirs, assigns, and successors of the Grantor.
19 After acceptance, the easement may be transferred to and held by
20 any entity which qualifies as a Grantee under the criteria
21 hereinabove stated. Acceptance of the Offer is subject to a
22 covenant which runs with the land providing that the Grantee may
23 not abandon the easement until such time as Grantee effectively
24 transfers said easement to an entity which qualifies as a Grantee
25 under the criteria hereinabove stated.

26 4. **USE OF THE PROPERTY.** Upon recordation of this Offer
27 and thereafter in perpetuity the use of the Protected Land shall
28

1 be limited, except as otherwise specified herein, to natural open
2 space for habitat protection, public and private recreation, and
3 resource conservation uses. No development as defined in Public
4 Resources Code section 30106, attached hereto as Exhibit D and
5 incorporated herein by reference, including but not limited to
6 removal of trees and other major or native vegetation, grading,
7 paving, installation of structures such as signs and buildings,
8 shall occur or be allowed on the Protected Land with the
9 exception of the following activities which are expressly
10 reserved by Grantor and which are also subject to applicable
11 governmental regulatory requirements:

12 a. the removal of hazardous substances or conditions
13 or diseased plants or trees;

14 b. the removal of any vegetation which constitutes
15 or contributes to a fire hazard to the Property or to residential
16 use of neighboring properties, and which vegetation lies within
17 100 feet of the same or any existing or permitted residential
18 development;

19 c. the construction, maintenance, repair and use of
20 underground private or public utility lines and facilities and
21 septic systems;

22 d. the construction, maintenance, repair and use of
23 private and public access and trails and associated improvements;

24 e. vegetation screen and tree planting, management
25 and maintenance;

26 f. activities related to drainage and erosion
27 control;

28 g. the right to take water from the Protected Land,

1 and the right to construct, maintain, repair, replace, remove and
2 relocate any facilities necessary for the collection and
3 transportation of such water; provided, however, that any such
4 removal of water, construction or other work shall not adversely
5 affect the natural ecology or scenic qualities of the Protected
6 Land;

7 h. The construction, maintenance, repair and use of
8 existing development and the right to replace the same in the
9 event of destruction thereof;

10 i. The construction, maintenance, repair and use of
11 all development authorized by Coastal Development Permit No. 3-
12 82-1 or future permits and approvals.

13 5. **RIGHT OF ENTRY.** The Commission, any Grantee accepting
14 this Offer, or their respective agents may enter onto the
15 Protected Land subject to prior written consent and at times
16 reasonably acceptable to the Grantor to ascertain whether the use
17 restrictions set forth above are being observed.

18 6. **BENEFIT AND BURDEN.** This Offer shall run with and
19 burden the Protected Land and all obligations, terms, conditions,
20 and restrictions shall run with the land and shall be binding
21 upon and inure to the benefit of the successors and assigns of
22 both the Grantor and Grantee, whether voluntary or involuntary.

23 7. **REMEDIES.** Any act, conveyance, contract, or
24 authorization by the Grantor whether written or oral which uses
25 or would cause to be used or would permit use of the Protected
26 Land contrary to the terms of this Offer will be deemed a
27 violation and a breach hereof. The Grantor, and any Grantee
28 accepting this Offer may pursue any and all available legal

1 and/or equitable remedies to enforce the terms and conditions of
2 the Offer and easement and their respective interest in the
3 Protected Land. In the event of a breach, any forbearance on the
4 part of any such party to enforce the terms and provisions hereof
5 shall not be deemed a waiver of enforcement rights regarding any
6 subsequent breach.

7 **8. TAXES AND ASSESSMENTS.** Grantor agrees to pay or cause
8 to be paid all real property taxes and assessments levied or
9 assessed by competent authority against the Protected Land
10 reserving, however, to Grantor, its successors and assigns, the
11 right to challenge the propriety or accuracy of any property tax
12 or assessment levied on the Protected Land. It is intended that
13 this irrevocable Offer and the use restrictions contained herein
14 shall constitute enforceable restrictions within the meaning of
15 a) Article XIII, section 8, of the California Constitution; and
16 b) section 402.1 of the California Revenue and Taxation Code or
17 successor statute. Furthermore, this Offer, easement and
18 restrictions shall be deemed to constitute a servitude upon and
19 burden to the Protected Land within the meaning of
20 section 3712(d) of the California Revenue and Taxation Code, or
21 successor statute, which survives a sale of tax-deeded property.

22 **9. MAINTENANCE.** The Grantee shall not be obligated to
23 maintain, improve, or otherwise expend any funds in connection
24 with the Protected Land pursuant to this Offer or any interest or
25 easement created by this Offer. All costs and expenses for such
26 maintenance, improvement, use, or possession, except for costs
27 incurred by Grantee for monitoring compliance with the terms of
28 this Offer, shall be borne by the Grantor.

10. **LIABILITY AND INDEMNIFICATION.** This Offer is made upon the express condition that the Grantee, its agencies, departments, officers, agents, and employees are to be free from all liability and claim for damages by reason of any injury to any person or persons, including Grantor, or property of any kind whatsoever and to whomsoever belonging, including Grantor, from any cause or causes whatsoever, except matters arising out of the negligence of the Grantee or the Commission, while in, upon, or in any way connected with the Protected Land, Grantor hereby covenanting and agreeing to indemnify and hold harmless the Grantee, its agencies, department officers, agents, and employees from all liability, loss, cost, and obligations on account of or arising out of such injuries or losses. The Grantee shall have no right of control over, nor duties and responsibilities with respect to the Protected Land which would subject the Grantee to any liability occurring on the land by virtue of the fact that the right of the Grantee to enter the land is strictly limited to preventing uses inconsistent with the interest granted and does not include the right to enter the land for the purposes of correcting any dangerous condition as defined by California Government Code section 830.

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11. **SEVERABILITY.** If any provision of this offer is held to be invalid or for any reason becomes unenforceable, no other provision shall be thereby affected or impaired.

Executed on this 76 day of June, 1992,
at Woodside, Pa.

SANTA LUCIA COMPANY

By: Virginia H. Hyde By: _____
SIGNATURE OF GRANTOR SIGNATURE OF GRANTOR

By: Virginia H. Hyde, Trustee of By: _____
TYPE OR PRINT NAME OF ABOVE TYPE OR PRINT NAME OF ABOVE
the Hyde 1983 Revocable Trust, a
General Partner of the Hyde Grand-
children Family Partnership, a
General Partner of Santa Lucia Co.

* * NOTE TO NOTARY PUBLIC * *

If you are notarizing the signatures of persons signing on behalf of a corporation, partnership, etc., please use the correct notary acknowledgement form as explained in your Notary Public Law Book.

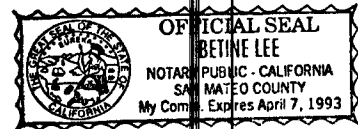
ACKNOWLEDGMENT

State of California)
 County of San Mateo) ss.
~~Monterey~~)

On this 26th day of June, in the year 1992, before me personally appeared Virginia H. Hyde, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Betune Lee



This is to certify that the Offer to Dedicate set forth above is hereby acknowledged by the undersigned officer on behalf of the California Coastal Commission pursuant to the action of the Commission when it granted Coastal Development Permit Number 3-82-1 on March 3, 1982 and the California Coastal Commission consents to recordation thereof by its duly authorized officer.

Dated: August 13, 1992

By: Diane Landry
Diane Landry, Staff Counsel
California Coastal Commission

STATE OF CALIFORNIA
COUNTY OF San Francisco

On August 13, 1992 before me, Deborah L. Bove, A Notary Public personally appeared Diane Landry, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Deborah L. Bove

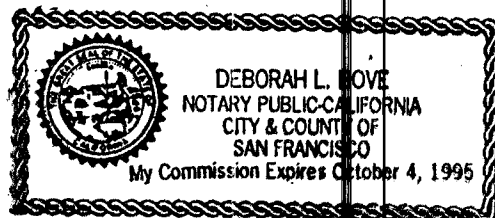


EXHIBIT A

Parcel 1, as shown on that certain Parcel Map filed December 2, 1981 in Volume 15 of Parcel Maps, at Page 18, Monterey County Records.

88613

RECORDED AT REQUEST OF
HOGE, FENTON, JONES and APPLE

DEC 11 3 08 PM '92

OFFICE OF RECORDER
COUNTY OF MONTEREY
SALINAS, CALIFORNIA

RECORDING REQUESTED BY
AND RETURN TO:
California Coastal Commission
45 Fremont Street, Suite 2000
San Francisco, CA 94105-2219

NO FEE**IRREVOCABLE OFFER TO DEDICATE PUBLIC ACCESS EASEMENTS****AND****DECLARATION OF RESTRICTIONS**

THIS IRREVOCABLE OFFER TO DEDICATE PUBLIC ACCESS EASEMENTS
AND DECLARATION OF RESTRICTIONS (hereinafter referred to as the
"Offer") is made this 26th day of June, 1992, by
SANTA LUCIA COMPANY, a partnership, (hereinafter referred to as
the "Grantor").

I

WHEREAS, Grantor is the legal owner of a fee interest of
certain real property located in the County of Monterey, State of
California, and described in the attached Exhibit A (hereinafter
referred to as the "Property"); and

II

WHEREAS, all of the Property is located within the coastal zone as
defined in section 30103, Division 20 of the California Public Resources
Code (hereinafter referred to as the "California Coastal Act of 1976");
and

III

WHEREAS, the California Coastal Act of 1976 (hereinafter
referred to as the "Act") creates the California Coastal
Commission (hereinafter referred to as the "Commission") and
requires that any coastal development permit approved by the

Commission must be consistent with the policies of the Act set forth in Chapter 3 of Division 20 of the Public Resources Code; and

IV

WHEREAS, pursuant to the Act, Grantor applied to the Commission for a permit to undertake development as defined in Section 30106 of the Public Resources Code within the coastal zone of Monterey County; and

V

WHEREAS, a coastal development permit number 8-82-1 (hereinafter referred to as the "Permit") was granted on March 3, 1982, by the Commission, in accordance with the provisions of Staff Recommendations and Findings, attached hereto as Exhibit B and hereby incorporated by reference, subject to the following condition (hereinafter referred to as the "Condition"):

6. Lateral and Vertical Access Easement

Prior to issuance of the permit, the Executive Director shall certify in writing that the following condition has been satisfied. The permittee shall execute and record a document, in a form and content approved by the Executive Director of the Commission irrevocably offering to dedicate to a public agency or a private association approved by the Executive Director easements for public access and recreation. Such easement shall:

- 1) provide a 10 ft. wide vertical access from Highway One to the shoreline and;
- 2) provide a 25 ft. wide lateral access from the northern property boundary to the southern property boundary. The location of these easements shall be consistent with the certified LUP and the Commissions/Conservancy 'Standards and Recommendations for Coastal Access'.

Such easement shall be free of prior liens or encumbrances except for tax liens.

The offer shall run with the land in favor of the people of the State of California binding successors and assigns of the applicant or landowner. The offer of dedication shall be irrevocable for a period of 25 years, such period running from the date of recording.

VI

WHEREAS, the Property is a parcel located between the first public road and the shoreline; and

VII

WHEREAS, under the policies of section 30210 through section 30212 of the Public Resource Code, public access to the shoreline and along the coast is to be maximized, and in all new development projects located between the first public road and the shoreline shall be provided; and

VIII

WHEREAS, the Commission found that but for the imposition of the Condition, the proposed development could not be found consistent with the public access policies of section 30210 through section 30212 of the Public Resource Code and that, therefore, in the absence of such a condition, the Permit could not have been granted; and

IX

WHEREAS, Grantor has elected to comply with the Condition and execute this Offer so as to enable Grantor to undertake the development authorized by the Permit;

NOW THEREFORE, in consideration of the granting of the Permit to the Grantor by the Commission, and in compliance with

1 and fulfillment of the Condition, Grantor hereby irrevocably
2 offers to dedicate to the People of the State of California, a
3 25-foot-wide nonexclusive lateral access easement in gross and in
4 perpetuity over the Property and a 10-foot-wide nonexclusive
5 vertical access easement in gross and in perpetuity as follows:

6 1. **DESCRIPTION.** The lateral access easement offered
7 hereby affects only that portion of the Property specifically
8 described in Exhibit C-1, attached hereto and incorporated herein
9 by reference (the "Lateral Easement"). The vertical access
10 easement offered hereby affects only that portion of the Property
11 specifically described in Exhibit C-2 attached hereto and
12 incorporated herein by reference (the "Vertical Easement"). The
13 Lateral Easement and the Vertical Easement are referred to
14 collectively hereinafter as the "Easements."

15 2. **PURPOSE.** The Easements are for the purpose of allowing
16 public pedestrian access and passive recreational use to and along the
17 shoreline and blufftop subject to the terms and conditions of this Offer.
18

19 3. **DECLARATION OF RESTRICTIONS.** This Offer shall not be
20 used or construed to allow anyone, prior to acceptance of the
21 Offer, to interfere with any rights of public access acquired
22 through use which may exist on the Property. Grantor, by
23 execution of this Offer, does not assert or acknowledge existence
24 of any such rights. After acceptance, Grantor shall not
25 unreasonably interfere with the public's use of the Easements nor
26 take any action inconsistent with such use including, without
27 limitation, constructing or improving the Property within the
28 Easements area in a manner inconsistent with the public's use and

1 enjoyment thereof. Grantor shall retain all rights and incidents
2 of ownership of the underlying fee interest in the Property
3 providing, however, that exercise of the same shall not be
4 inconsistent with the Easements. Grantor shall not be bound to
5 undertake any supervision or maintenance of the Easements or the
6 Property to provide for the public purposes hereunder. Prior to
7 the opening of the accessway, the Grantee, in consultation with
8 and subject to advance written approval of the Grantor, may
9 record additional reasonable terms, conditions, and limitations
10 on the use of the Easements in order to assure that this Offer
11 and all terms and conditions of the Easements are effectuated.

12 **4. DURATION, ACCEPTANCE AND TRANSFERABILITY.** This Offer
13 shall be binding upon the owner and the heirs, assigns, or
14 successors in interest to the Easements described above for a
15 period of 21 years. This Offer may be accepted by any agency of
16 the State of California, a political subdivision, or a private
17 association acceptable to the Executive Director of the
18 Commission and reasonably acceptable to Grantor (hereinafter
19 referred to as the "Grantee"). Any acceptance of this Offer must
20 be accompanied by the written agreement of the Grantee to accept
21 full responsibility for maintenance and liability of the
22 Easements. Such acceptance shall be effectuated by recordation
23 by the Grantee of an acceptance of this Offer in the form
24 attached hereto as Exhibit D. Upon such recordation of
25 acceptance, this Offer and terms, conditions, and restrictions
26 shall have the effect of a grant of the Easements in gross and
27 perpetuity that shall run with the land and be binding on the
28 heirs, assigns, and successors of the Grantor. After acceptance,

1 the Easements may be transferred to and held by any entity which
2 qualifies as a Grantee under the criteria hereinabove stated.
3 Acceptance of the Offer is subject to a covenant which runs with
4 the land providing that the Grantee may not abandon the Easements
5 until such time as Grantee effectively transfers said Easements
6 to an entity which qualifies as a Grantee under the criteria
7 hereinabove stated.

8 **5. REMEDIES.** Any act, conveyance, contract or
9 authorization by the Grantor whether written or oral which uses
10 or would cause to be used or would permit use of the Easements
11 contrary to the terms of this Offer will be deemed a breach
12 hereof. The Grantor, and any Grantee accepting this Offer may
13 pursue any and all available legal and/or equitable remedies to
14 enforce the terms and conditions of the Offer and Easements and
15 their respective interest in the Property. In the event of a
16 breach, any forbearance on the part of any such party to enforce
17 the terms and provisions hereof shall not be deemed a waiver of
18 enforcement rights regarding any subsequent breach.

19 **6. TAXES AND ASSESSMENTS.** Grantor agrees to pay or cause
20 to be paid all real property taxes and assessments levied or
21 assessed by competent authority against the Property, reserving,
22 however, to Grantor, its successors and assigns, the right to
23 challenge the propriety or accuracy of any property tax or
24 assessment levied on the Property. It is intended that this
25 irrevocable Offer and the use restrictions contained herein shall
26 constitute enforceable restrictions within the meaning of
27 a) Article XIII, section 8, of the California Constitution; and
28 b) section 402.1 of the California Revenue and Taxation Code or

1 successor statute. Furthermore, this Offer, Easements and
 2 restrictions shall be deemed to constitute a servitude upon and
 3 burden to the Property within the meaning of section 3712(d) of
 4 the California Revenue and Taxation Code, or successor statute,
 5 which survives a sale of tax-deeded property.

6 7. **SUCCESSORS AND ASSIGNS.** The terms, covenants,
 7 conditions, exceptions, obligations, and reservations contained
 8 in this Offer shall be binding upon and inure to the benefit of
 9 the successors and assigns of both the Grantor and the Grantee,
 10 whether voluntary or involuntary.

11 8. **ADDITIONAL TERMS AND CONDITIONS.** Notwithstanding
 12 anything to the contrary herein, this Offer and the Easements
 13 provided for herein shall be expressly subject to each and all of
 14 the terms and conditions set forth in Exhibit E attached hereto
 15 and hereby incorporated by reference.

16 9. **SEVERABILITY.** If any provision of this Offer is held
 17 to be invalid or for any reason becomes unenforceable, no other
 18 provision shall be thereby affected or impaired.

19 Executed on this 26 day of June, 1992,
 20 at Woodside Ca.

21 SANTA LUCIA COMPANY

22 By: Virginia H. Hyde
 23 SIGNATURE OF GRANTOR

By: _____
 SIGNATURE OF GRANTOR

24 By: Virginia H. Hyde, Trustee of
 25 TYPE OR PRINT NAME OF ABOVE
 26 the Hyde 1983 Revocable Trust, a
 27 General Partner of the Hyde Grand-
 28 children Family Partnership, a
General Partner of Santa Lucia Co.

By: _____
 TYPE OR PRINT NAME OF ABOVE

* * NOTE TO NOTARY PUBLIC * *

If you are notarizing the signatures of persons signing on behalf of a corporation, partnership, etc., please use the correct notary acknowledgement form as explained in your Notary Public Law Book.

ACKNOWLEDGMENT

State of California)
 County of ~~Monterey~~ ^{San Mateo}) ss.

On this 26th day of June, in the year 1992, before me personally appeared Virginia H. Hyde, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Betina Lee



This is to certify that the Offer to Dedicate set forth above is hereby acknowledged by the undersigned officer on behalf of the California Coastal Commission pursuant to the action of the Commission when it granted Coastal Development Permit Number 3-82-1 on March 3, 1982 and the California Coastal Commission consents to recordation thereof by its duly authorized officer.

Dated: August 13, 1992

By: Diane Landry
Diane Landry, Staff Counsel
California Coastal Commission

STATE OF CALIFORNIA
COUNTY OF San Francisco

On August 13, 1992 before me, Deborah L. Bove, A Notary Public personally appeared Diane Landry, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Deborah L. Bove

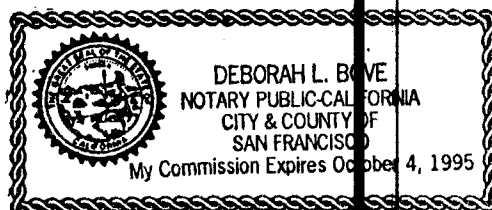


EXHIBIT A

Parcel 1, as shown on that certain Parcel Map filed December 2, 1981 in Volume 15 of Parcel Maps, at Page 18, Monterey County Records.

LATERAL PUBLIC ACCESS EASEMENT

Certain real property situate in Sections 10 and 15, Township 21 South, Range 3 East, Mount Diablo Base and Meridian, County of Monterey, State of California, particularly described as follows:

A meandering easement for hiking and riding trail purpose 25 feet wide within a corridor of eighty feet or less lying adjacent and westerly of the following described line:

BEGINNING at a point on the westerly line of State Highway No. 1 at the northern most corner of Parcel 1, as shown on that certain map entitled, "Parcel Map of Redivision of Parcels 3 and 8, as shown in Volume 5, Surveys, Page 99, etc.," filed in Volume 15 of Parcel Maps at Page 18, records of Monterey County, California; and running thence southeasterly along the westerly line of State Highway No. 1

- (1) S. $6^{\circ} 56' 30''$ E., 140.00 feet; thence
- (2) Tangentially, southerly 340.14 feet along the arc of a curve concave to the east having a radius of 1840 feet through a central angle of $10^{\circ} 35' 30''$; thence
- (3) Tangentially, S. $17^{\circ} 32'$ E., 93.55 feet; thence
- (4) Tangentially, southerly 477.87 feet along the arc of a curve concave to the west having a radius of 2960 feet through a central angle of $8^{\circ} 45' 30''$; thence
- (5) Tangentially, S. $8^{\circ} 46' 30''$ E., 381.68 feet; thence
- (6) Tangentially, southerly 208.88 feet along the arc of a curve concave to the east having a radius of 2040 feet through a central angle of $5^{\circ} 52' 00''$; thence
- (7) Tangentially, S. $14^{\circ} 38' 30''$ E., 270.77 feet; thence
- (8) Tangentially, southeasterly 440.90 feet along the arc of a curve concave to the east having a radius of 2040 feet through a central angle of $12^{\circ} 23' 00''$; thence
- (9) Tangentially, S. $27^{\circ} 01' 30''$ E., 575.13 feet; thence
- (10) Tangentially, southeasterly 525.71 feet along the arc of a curve concave to the northeast having a radius of 840 feet through a central angle of $35^{\circ} 51' 30''$; thence
- (11) Tangentially, S. $62^{\circ} 53'$ E., 85.13 feet; thence
- (12) Tangentially, southerly 412.16 feet along the arc of a curve concave to the southwest having a radius of 460 feet through a central angle of $51^{\circ} 20' 12''$; thence

1 of 2

EXHIBIT C-1

(13) Non-Radially, S. $77^{\circ} 19' 11''$ W., 13.42 feet; thence

(14) S. $12^{\circ} 40' 49''$ E., 97.86 feet; thence

(15) Tangentially, southerly 195.47 feet along the arc of a curve concave to the east having a radius of 800 feet through a central angle of $14^{\circ} 00'$ to the southeast corner of said Parcel 1.

June 16, 1992
W. O. 1558-81A

2 of 2

EXHIBIT C-1

VERTICAL PUBLIC ACCESS EASEMENT

Certain real property situate in Sections 9 and 10, Township 21 South, Range 3 East, Mount Diablo Base and Meridian, County of Monterey, State of California, particularly described as follows:

An easement for vertical public access purposes 10 feet wide adjacent to and southerly, easterly and southerly respectively of the following described three courses:

BEGINNING at a point on the westerly line of State Highway No. 1 at the northernmost corner of Parcel 1 as shown on that certain map entitled, "Parcel Map of Redivision of Parcels 3 and 8, as shown in Volume 5, Surveys, Page 99, etc.," filed in Volume 15 of Parcel Maps at Page 18, records of Monterey County, California; and running thence along the northerly boundary of Parcel 1

(1) S. $89^{\circ} 16'$ W., $300 \pm$ feet to a 4"x4" post marked "1/4 Cor S9-S10"; thence along the section line between Section 9 and Section 10

(2) S. $1^{\circ} 57'$ W., $483 \pm$ feet to a 3"x3" stake; thence leaving said section line

(3) West, $210 \pm$ feet to the approximate shoreline of the Pacific Ocean, and as shown on the attached map entitled, Access and Scenic Easements, Exhibit A.

June 16, 1992
W. O. 1558-81A

1 of 3

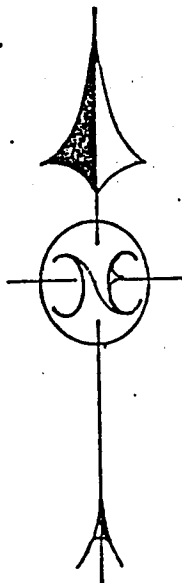
EXHIBIT C-2

MATCH LINE

NOTES

REEL 2884 PAGE 203

- (1) All trail user parking to be located on Little Reserve. Grantee shall agree to periodically review with CalTrans the distribution and management of parking along the property's easterly boundary, in order to discourage trail oriented parking along Highway by signs, fences, barriers, vegetation, etc.
- (2) Grantee shall limit access to trail head only and shall prevent access from along Highway by signs, fences, barriers, vegetation, etc.



SCENIC
EASEMENT II
BUILDING
SITE

ARCHAEOLOGICAL
EASEMENT I

NEILL ENGINEERS

JUN 13 1992

BOX LL, CARMEL, CALIF.

ACCESS AND SCENIC EASEMENTS

EXHIBIT A

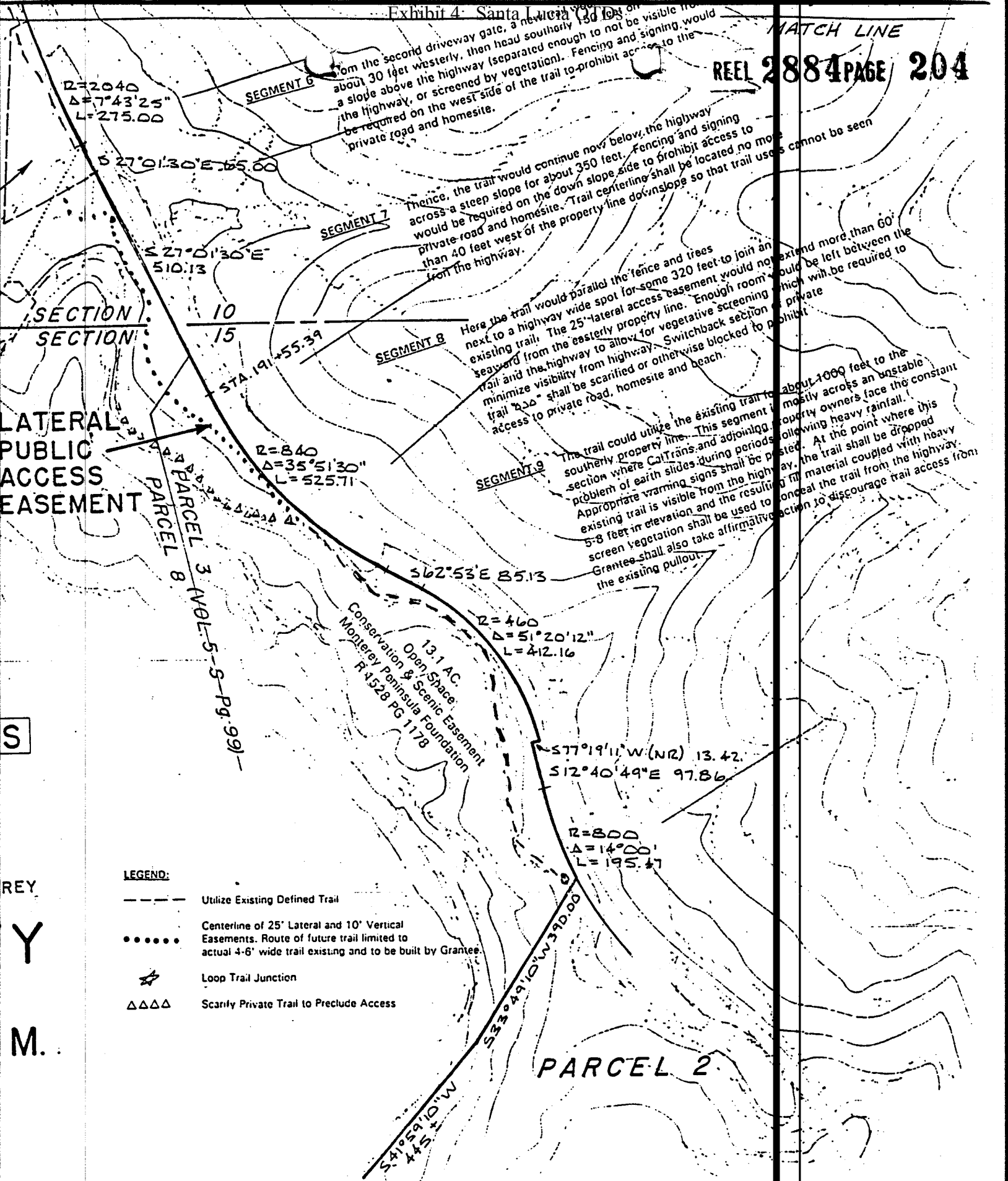
NEILL ENGINEERS, INC.

CARMEL • MONTEREY

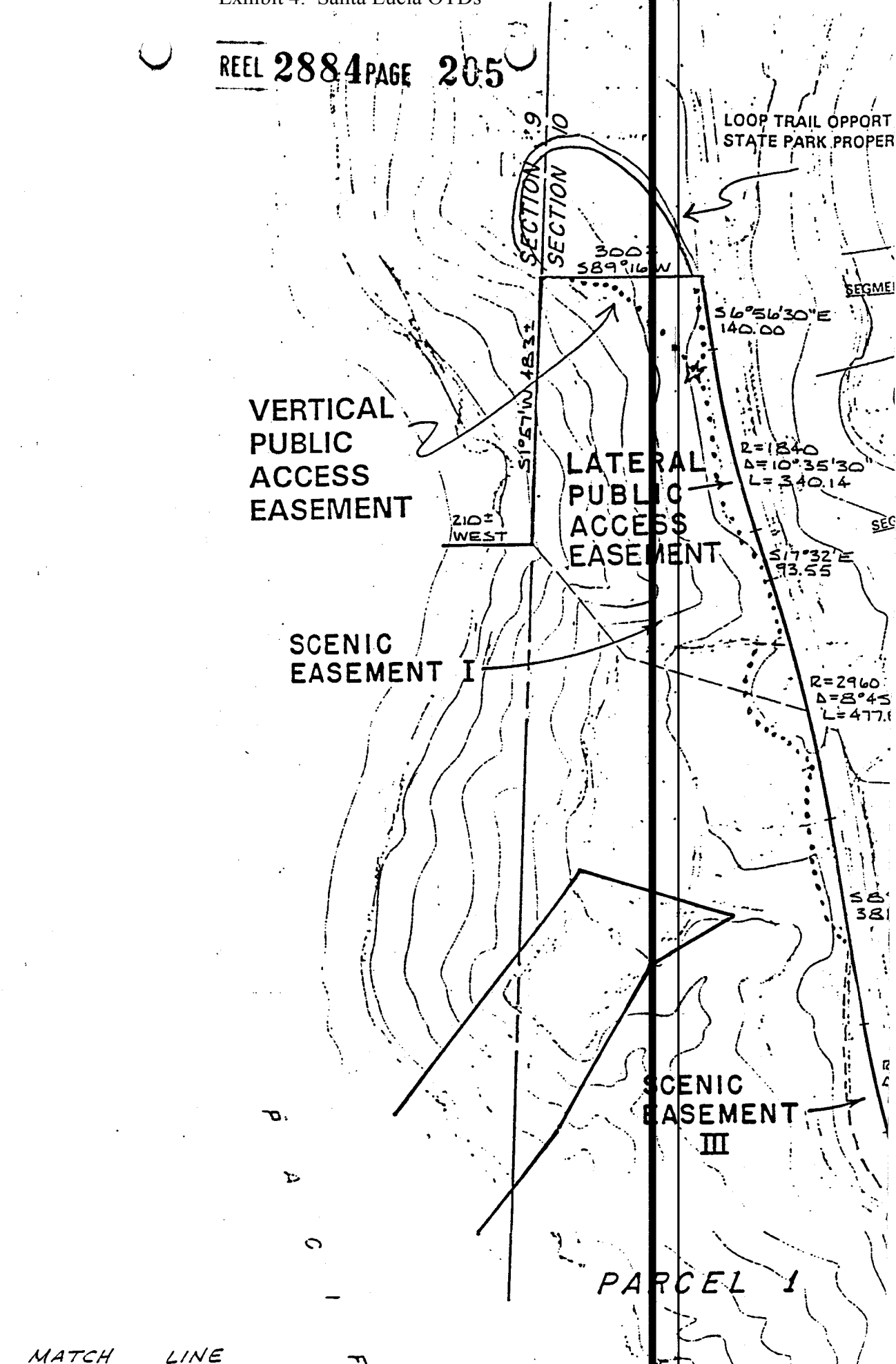
MAP OF PROPERTY
IN SECTIONS 9, 10, 15
T. 21 S., R. 3 E., M.D.B. &
MONTEREY COUNTY, CALIFORNIA
FOR SANTA LUCIA COMPANY

W.O. 1558-85
FEBRUARY 1985
SCALE: 1" = 200'
CONTOUR INTERVAL 10'
REV: JULY 1991
JUNE 1992

Clayton B. Neill Jr.
Registered Civil Engineer NO.



REEL 2884 PAGE 205



NOTES.

- (1) All trail user parking to be located on John Little Reserve. Grantee shall agree to periodically review with CalTrans the management of parking along the property.

ITY ON

1 The trail head with adequate parking and signage would be built on the John Little State Park and the trail extended southerly along a 200 foot section bearing southerly parallel to and near the highway, on a sloping parcel below the highway. At the junction point marked "X" a 10' wide vertical easement would be provided for approximately 300 feet northwesterly across brush covered, relatively flat land to a point on John Little State Park which will provide opportunity for a short "loop" trail proximate to the State Park.

2 Continuing southerly from the junction point, the trail would be located below the (mail box) parking area and the highway on a side slope to an existing old driveway. Grantee shall take affirmative steps to discourage trail access from this mailbox area.

3 The trail would head west on the existing driveway for 40', then head south on the 395' contour line ending at a driveway gate.

4 From the driveway gate, the trail would be located below the highway on a steep slope for about 400'. The centerline of this segment of the trail will be approximately 50 feet west of the property line.

6'30"E
8
2040
5'52"
208.88

14°38'30"E
270.77

5

At this point, the trail could follow an existing trail for about 1050' to a second driveway gate.

R=2040
Δ=4°39'35"
L=165.90

R=2040

6

From the second driveway gate, a new trail would extend about 30 feet westerly, then head southerly 150 feet on a slope above the highway (separated enough to not be visible from the highway side of the trail to prohibit access to the highway).

MATCH LINE

EXHIBIT C-2

2 of 3

Exhibit D

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Offer to Dedicate dated _____, executed by _____, and recorded on _____, as Instrument Number _____, is hereby accepted by _____, a public agency/private association on _____, pursuant to authority conferred by resolution of the _____ adopted on _____, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____

For: _____

ACKNOWLEDGMENT

State of California)
County of San Francisco) ss.

On this ____ day of _____, in the year 1991, personally appeared _____, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person(s) who executed this instrument as _____ of _____ and acknowledged to me that the _____ executed it.

WITNESS my hand and official seal.

Signature _____

**ACKNOWLEDGMENT BY THE CALIFORNIA COASTAL COMMISSION
OF ACCEPTANCE OF OFFER TO DEDICATE**

This is to certify that _____ is a
public agency/private association acceptable to the executive
Director of the California Coastal Commission to be Grantee under
the Offer to Dedicate executed by _____, and
recorded on _____, in the office of the County
Recorder of _____ County as Instrument Number _____.
Dated: _____

California Coastal Commission

By: _____

ACKNOWLEDGMENT

State of California)
) ss.
County of San Francisco)

On this ____ day of _____, in the year 1991, personally
appeared _____, personally known
to me, or proved to me on the basis of satisfactory evidence, to
be the person(s) who executed this instrument as
_____ of _____ and
acknowledged to me that the _____
executed it.

WITNESS my hand and official seal.

Signature _____

Exhibit E

TERMS AND CONDITIONS

1. Grantee shall indemnify, defend, protect, and hold Grantor harmless from any and all claims, demands, actions, damages, liabilities, expenses, injuries, and/or losses in connection with or for loss of or damage to any property including the Property or injury or death to any person from any cause whatsoever while in, upon or about the Easements or any such claim, demand, or the like arising from or out of any occurrence in, upon, or at the Property after the claimant or the person through whom the claimant makes his claim has gained access to the Property from or across any Easement or any such claim, demand or the like resulting from the existence of the Easements, the use of the Easements, or the existence of the Offer to which these conditions are attached. Grantee shall further indemnify, reimburse, and hold Grantor harmless against any expense, liability, damage or loss incurred as a result of the physical existence, condition, maintenance and/or use, or lack thereof, of the Easements, including without limitation, erosion damage, cost of maintenance or repair to the Easements and associated improvements, costs of trash removal and clean up, cost of fire damage occasioned by any user of the Easements, and any other damage done that is reasonably related to the use of the Easements.

2. Grantee shall demonstrate to the satisfaction of Grantor the ongoing ability of Grantee to indemnify, defend,

1 protect, reimburse, and hold harmless, Grantor as described in
2 paragraph 1 above and to satisfy all claims or actions of any
3 kind whatsoever which may arise due to the opening of the
4 Easements to or use of the Easements by the public.

5
6 3. Grantor agrees to allow the following uses within the
7 Easements: passive noncommercial recreational uses such as
8 hiking and nature observation.

9
10 4. Subject to Grantor's written approval of specific
11 plans, which approval shall not be unreasonably withheld, the
12 following minor improvements may be allowed within the Easements:
13 fences, signs, gates, benches, trash receptacles, retaining
14 walls, drainage improvements, and similar features.

15
16 5. Grantee, in accepting the Easements, agrees to prohibit
17 the following uses and activities:

18
19 A. Direct or indirect access from adjacent portions
20 of Highway One. (Access to the Easements shall only be allowed
21 from John Little State Reserve to the north and from any future
22 trail easement to the south.)

23
24 B. Parking on any driveway or private road on or
25 providing access to the Property.

26
27 C. Trespass outside the Easements or any other access
28 or encroachment on to the Property.

1 D. All unleashed domestic animals including pets and
2 livestock (except as may be used by Grantee's management
3 personnel for trail patrol).
4

5 E. All motorized vehicles of any type, and all non-
6 motorized vehicles including bicycles.
7

8 F. Littering or the accumulation of any refuse or
9 garbage, including without limitation, paper, glass, cans, and
10 the like. Grantee shall also prohibit the placement of any
11 unsanitary waste, human or animal, within the Easements or any
12 portion of the Property.
13

14 G. Any night time use, including without limitation,
15 overnight camping (night time is defined for these purposes as
16 before sunrise or after sunset).
17

18 H. Open fires of any kind and smoking.
19

20 I. Firearms of any type, except as may be carried by
21 law enforcement personnel.
22

23 J. Radios, public address systems, or other equipment
24 with the potential of disturbing the solitude of permitted
25 residences.
26

27 K. Behavior that constitutes a public nuisance or has
28 the potential to disturb the solitude of permitted residences.
Grantee agrees to enforce these prohibitions through the posting

1 of signs, periodic patrols and other measures as needed.

2
3 6. There is expressly excluded from the Offer and the
4 Easements, any right, express or implied, to cross or use other
5 real property owned by Grantor or in which Grantor has any
6 interest, in order to gain access to or from the Property or the
7 Pacific Ocean. No rights are granted to Grantee or to members of
8 the public, nor shall any such rights be implied, by virtue of
9 this Offer or the granting of the Easements, to cross or use
10 other real property owned by Grantor, or in which Grantor has any
11 interest, in order to obtain access to or from the Property or
12 the Pacific Ocean.

13
14 7. The Easements are expressly subject to all existing
15 easements, covenants, conditions, restrictions, reservations,
16 limitations or other rights and interests of persons in the
17 Property.

18
19 8. Grantee shall be responsible to close the Easements at
20 all times when any hazard exists, including without limitation,
21 potential slide conditions, or unusual fire danger, and all other
22 times when in the reasonable judgment of the Grantee it is unsafe
23 for the public to use the Easements.

24
25 9. Prior to the opening of any portion of the Easements,
26 Grantee shall completely fence off and/or shall provide a
27 landscape barrier along the Easements from the remainder of the
28 Property in order to prevent the public from entering private

1 land. Grantee shall install gates at locations necessary for
2 vehicles and/or equipment to cross or pass over the Easements in
3 order to access the remainder of the Property. No fence or gate
4 shall be installed by Grantee until its design, materials, and
5 method of construction have been approved in writing by Grantor.
6 Approval of the fence and gate design shall not be unreasonably
7 withheld. In the event of impasse, the State Coastal Conservancy
8 shall be requested to arbitrate. Grantee agrees to maintain all
9 improvements in good, safe, and attractive condition to the
10 reasonable satisfaction of Grantor.

11
12 10. Prior to the opening of any portion of the Easements,
13 Grantee shall post and shall subsequently maintain in good
14 condition signs at the entrance to the Easements, located at the
15 John Little State Reserve to the north, describing the
16 restrictions on use. During any period of closure, Grantee shall
17 post and maintain signs that the Easements are closed to the
18 public.

19
20 11. Grantee shall make ongoing good faith efforts to work
21 with the California Department of Transportation:

22
23 A. To eliminate or at least provide for a reduction
24 in the width of the Highway One pull-outs along segments 8 and 9
25 as shown on the access easements map labeled Exhibit A and
26 attached hereto and incorporated herein by this reference, to
27 provide for additional landscape intervention between the highway
28 and the Easements to visually screen the Easements from the

1 highway and any remaining highway pull-outs with the objective
2 being to preclude access from the highway and to provide the
3 trail user with a more rural experience.

4
5 B. To provide for no parking signs and other barriers
6 to parking as necessary in all areas along segments 1 through 9
7 as shown on said map attached hereto as Exhibit A, including
8 without limitation, where parked vehicles could physically or
9 visually obstruct Grantor's road and driveway access.

10
11 12. Grantor reserves the right to use the Easements for
12 ingress and egress to and from the remainder of the Property over
13 existing roads and accessways and over such future roads and
14 accessways as may become necessary or convenient to the use of
15 the remainder of the Property. Grantor's use of the Easements
16 shall not be subject to the restrictions on public use over the
17 Easements as set forth in these Conditions or in the Offer
18 provided such use shall not unreasonably impair or impede the use
19 of the Easement by the public.

20
21 13. No provision of the Easements shall exempt the Grantor
22 or Grantee from the requirement to secure governmental permits or
23 approvals for any development, use or activity as required,
24 including coastal development permits. Grantee shall be solely
25 responsible for obtaining all said permits or approvals required
26 for the improvement and/or use of the Easements.

27
28 14. Prior to the opening of any portion of the easements,

1 Grantee shall implement all comments, notes, and directions
2 contained on the access easement map attached hereto as
3 Exhibit A.

4
5 15. Grantor expressly reserves the right to grant consent
6 or easement or other rights to other persons over the Easements
7 provided such other rights shall not unreasonably impair or
8 impede the use of the Easement by the public for the purposes
9 permitted herein and to encumber the Property subject to the
10 Easement.

11
12
13
14
15
16
17
18
19
20
21
22
23 **END OF DOCUMENT**
24
25
26
27
28

EXHIBIT B

CALIFORNIA COASTAL COMMISSION
CENTRAL COAST DISTRICT
701 OCEAN STREET, ROOM 310
SANTA CRUZ, CA 95060
(408) 426-7390 ATSS: 8-529-2304

FILED: 1/16/82
49th DAY: Waived
STAFF REPORT: 2/3/82
HEARING DATE: 3/3/82
STAFF: L. Locklin/cw

ADOPTED STAFF REPORT: CONSENT CALENDARPROJECT DESCRIPTION

APPLICANT: Santa Lucia Company

PERMIT NO: 3-82-1

PROJECT LOCATION: West of Highway 1, between Lime and Dolan Creeks,
Big Sur, Monterey County, APN 604-313-00PROJECT DESCRIPTION: Construct a one-story residence, septic system,
regrade driveway

LOT AREA: 61 acres

ZONING: Scenic Conservation *

BLDG. COVERAGE: 2672 sq. ft.

PLAN DESIGNATION: Certified LUP:
Watershed & Scenic Conservation

PAVEMENT COVERAGE: 772 sq. ft.

PROJECT DENSITY: 1 du/40 acres

LANDSCAPE COVERAGE: 5000 sq. ft.

HEIGHT ABV. FIN. GRADE: 12 ft.

LOCAL APPROVALS RECEIVED: Monterey County: zoning approval - 10/15/81,
septic approval - 10/1/81, Negative Declaration - 9/30/81

EXHIBIT "B"

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3-82-1

SANTA LUCIA COMPANY

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STAFF RECOMMENDATION:

The staff recommends that the Commission adopt the following Resolution:

Approval with Conditions (for projects between 1st public road & sea)

The Commission hereby grants, subject to the conditions below, a permit for the proposed development on the grounds that the development, as conditioned, will be in conformity with the provisions of Chapter 3 of the California Coastal Act of 1976, will not prejudice the ability of the local government having jurisdiction over the area to prepare a Local Coastal Program conforming to the provisions of Chapter 3 of the Coastal Act, is located between the sea and first public road nearest the shoreline and is in conformance with the public access and public recreation policies of Chapter 3 of the Coastal Act, and will not have any significant adverse impacts on the environment within the meaning of the California Environmental Quality Act.

RECOMMENDED CONDITIONSA. Special Conditions

1. No portion of the structure shall be visible from Highway 1. Exterior lighting which is visible from State Highway 1 is not authorized by this permit.
2. PRIOR TO ISSUANCE of this permit, permittee shall submit a statement to the effect that, in event this property is included in a Water Management District pursuant to a certified Local Coastal Program, the property owner(s) and their heirs, assignees, and successors in interest will agree to cooperate and participate in the formation of such District. The statement shall be recorded on the deed to the parcel. Prior to recording, permittee shall submit such statement for Executive Director review and approval as to form and content.
3. All recommendations contained in the soils report, by Soil Survey, Inc. 8/24/81, shall be followed. Any changes to these recommendations shall be submitted to the Executive Director for his review and approval. Any significant changes shall be submitted to the Commission for their review and approval.
4. All recommendations contained in the archeology report, by Archeological Consulting, 6/8/81, shall be followed. Any changes to these recommendations shall be submitted to the Executive Director for his review and approval. Any significant changes shall be submitted to the Commission for their review and approval.

5. Scenic Easement

Prior to issuance of the permit, an easement for the protection of the scenic resources shall be recorded covering that portion of the subject site which is visible from State Highway Route 1. Submittal shall be supported by topographic maps or any other means necessary in order to demonstrate the extent of the critical viewshed. This easement shall be granted to an appropriate public agency or conservation foundation. Such easement shall be free of prior liens or encumbrances, except for tax liens. Permittee shall submit for Executive Director, Attorney General, and Grantee review and approval, the terms, conditions, and proposed grantee for the easement, prior to recording.

This easement shall include provisions to prohibit grading and other development; to prevent disturbance of native trees, groundcover and wildlife; to prevent damage by livestock; to provide for maintenance needs; and to specify conditions under which diseased or dangerous trees may be removed.

6. Lateral and Vertical Access Easement

Prior to issuance of the permit, the Executive Director shall certify in writing that the following condition has been satisfied. The permittee shall execute and record a document, in a form and content approved by the Executive Director of the Commission irrevocably offering to dedicate to a public agency or a private association approved by the Executive Director easements for public access and recreation. Such easement shall:

- 1) provide a 10 ft. wide vertical access from Highway One to the shoreline and;
- 2) provide a 25 ft. wide lateral access from the northern property boundary to the southern property boundary. The location of these easements shall be consistent with the certified LUP and the Commissions/Conservancy "standards and Recommendations for Coastal Access".

Such easement shall be free of prior liens or encumbrances except for tax liens.

The offer shall run with the land in favor of the people of the State of California binding successors and assigns of the applicant or landowner. The offer of dedication shall be irrevocable for a period of 25 years, such period running from the date of recording.

7. Permittee shall stipulate in writing that he understands and agrees to the above conditions, and further that he understands it will be his responsibility to remove any portion of the building or lighting that may not conform with the above conditions or the representations made by the applicant to the Commission.

Standard Conditions

(See Exhibit A, which follows Findings and Declarations).

FINDINGS AND DECLARATIONS:

The Commission finds and declares as follows:

PROJECT
DESCRIPTION

1. The proposed project includes the construction of a one story residence, a septic system and regrading of an existing road. The 61 acre parcel is located between Lime and Dolan Creeks, west of Highway One in the Big Sur area of Monterey County. The parcel is relatively level in the building area; the parcel's western edge drops sharply into the sea. The site contains primarily chaparral vegetation.

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SANTA LUCIA COMPANY

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SCENIC
RESOURCES
30251

2. Section 30251 of the Coastal Act provides that:

30251. The scenic and visual qualities of coastal areas shall be considered and protected as a resource of public importance. Permitted development shall be sited and designed to protect views to and along the ocean and scenic coastal areas, to minimize the alteration of natural land forms, to be visually compatible with the character of the surrounding areas, and, where feasible, to restore and enhance visual quality in visually degraded areas. New development in highly scenic areas such as those designated in the California Coastline Preservation and Recreation Plan prepared by the Department of Parks and Recreation and by local government shall be subordinate to the character of its setting.

The Big Sur Coast has long been identified as a scenic resource of national significance. Route 1, at the subject site, is a designated State Scenic Highway. View protection is a primary mandate of Monterey County's Big Sur Land Use Plan. Preservation of visual resources is also needed to protect recreational opportunities, since pleasure driving to witness the spectacular scenery is the primary recreational pursuit in the area, according to the U.S. Forest Service data.

The proposed house is located west of Highway One. The applicant has staked the site and has demonstrated to staff that the proposed home will not be visible from Highway One. As conditioned to ensure the home is not visible from Highway One, and as conditioned to require a scenic easement over all property within the viewshed of Highway One, the project is consistent with Section 30251 of the Coastal Act.

WATER
SUPPLY
30231

3. Section 30231 of the Coastal Act of 1976 states:

"The biological productivity and the quality of coastal waters, streams, wetlands, estuaries, and lakes appropriate to maintain optimum populations of marine organisms and for the protection of human health shall be maintained and where feasible, restored through, among other means, minimizing adverse effects of waste water discharges and entrainment, controlling runoff, preventing depletion of ground water supplies and substantial interference with surface water flow, encouraging waste water reclamation, maintaining natural vegetation buffer areas that protect riparian habitats, and minimizing alteration of natural streams."

The Local Coastal Program Land Use Plan for Big Sur identifies the protection of stream flows and water quality as a basic prerequisite to the protection of all other natural systems. Land Use Plan Policies direct: (a) the use of spring or surface diversions as preferred water sources, and wells should be located at lower elevations and at creeks. (b) Water is not to be transferred out of a watershed or between tributaries of the same watershed. (c) Special efforts shall be made to protect water quality, adequate year round flows, and stream bed gravel conditions in streams supporting rainbow and steelhead trout.

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SANTA LUCIA COMPANY

5

The project site has an existing water supply system. Two springs have been developed on Soberanes Creek, east of Highway One. These springs currently supply 10 gallons of water per minute. Water is stored in two 5000 gallon storage tanks, which are not visible from Highway One. An existing 3 inch diameter pipeline provides water directly to the applicant's property.

The Soberanes Creek watershed, located between Lime and Dolan Creeks, is not in an LUP designated watershed restoration area; such an area is defined as being "diminished to the point that wildlife and vegetation may be adversely affected."

The Soberanes Creek watershed area is approximately 0.27 square miles. Drought flow measurement was 7.4 gpm/sq. mile or 2880 gpd. It appears that there are four parcels in this watershed; one is developed. Residential development of the three remaining parcels (300 gpd each) would result in the use of an additional 0.6 gpm. Soberanes Creek watershed is not a water-short area and no immediate threat to wildlife or vegetation during driest expected year is anticipated. Considering the limited number of parcels in the area, residential buildout will not significantly impact water quality or quantity if carefully developed. However, water supply data for Big Sur is incomplete and future development in the watershed may be water use intensive (agriculture) indicating protection of water resources by conservation is appropriate. The water supply system should conform to the Guidelines referenced in the Land Use Plan.

Therefore, as conditioned, the proposed development is consistent with Section 30231 of the Coastal Act of 1976.

ARCHEOLOGY
30244

4. An archeology study was completed on the site and significant resources were found. An archeologic easement has been recorded over the sensitive portion of the parcel, to protect these resources. The archeology report concludes that the home should be allowed in the proposed location, subject to specific recommendations. By requiring that these recommendations be followed, the project is consistent with Section 30244 of the Coastal Act, as archeological resources will be protected.

SOILS/
EROSION
30253

5. The subject parcel is bounded by a ±110 ft. bluff, which terminates on a rocky beach. The proposed residence is located 42 ft. from the edge of the cliff. A soils survey was completed for the site and the report concludes that the site will support the proposed development, as long as the recommendations are followed. As conditioned to require conformance with the soils report, the project is consistent with Section 30253 of the Coastal Act, as the project will not contribute to nor increase erosion.

PUBLIC
ACCESS
30210-12

6. Section 30212 of the Coastal Act states that "Public access from the nearest public roadway to the shoreline and along the coast shall be provided in new development projects..." The applicant's 61 acre parcel is located between Highway One and the ocean. The parcel is characterized by steep bluffs along the shoreline and relatively mild slopes near the Highway.

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SANTA LUCIA COMPANY

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The parcel is bounded on the north by John Little State Reserve. The southern 13 acres of the parcel has been placed into a scenic easement by the applicant; this 13 acres primarily covers a rocky beach.

Public Access Guidelines. In response to the Calvo legislation and to further explain the rationale for requiring dedications of easements for public access, the Commission revised its Public Access Interpretive Guidelines on February 20, 1980. These guidelines explain that:

The predecessor Commission's permit experience and its planning experience...confirmed that private development on the shoreline caused adverse impacts on the use of the state owned tidelands by the general public...The language of PRC Section 30212 makes clear that the Legislature concurred with the Commission's view and concluded that all new development resulting in any intensification of land use generates sufficient burdens on public access to require access conditions in conjunction with that development.

Although the Coastal Act provides exceptions to the public access requirements, the adopted guidelines explain that:

In those exceptions, the Legislature has weighed the public policy issues involved by defining situations where public access itself would be inappropriate, rather than focusing on the nature of the development.

One of these exceptions provides that public access need not be required if adequate access exists nearby. In discussing what constitutes "adequate access nearby", the guidelines provide:

Although the question of whether adequate access exists nearby applies to the siting of both lateral and vertical access, the Commission has generally found that existing access along the shoreline is not adequate to serve the public needs as related to the burdens on public access imposed by new development projects due to the uniqueness of each stretch of shoreline, the need to define the area of public use due to conflicts between the use by the public and private property owners, the fact that high tides and storms often impede the public's use of the state owned tidelands due to the inability to pass along the shoreline making each line important to assure that access to all stretches of the state owned tidelands is provided, and that the need to provide sufficient area to assure access to and along the shoreline (Section 30212 for all beach visitors without over loading any single beach area, lateral access is generally required along all stretches of sandy beach.

Analyzing the need for public access in terms of benefits and burdens, the revised guidelines list the ways that new development burdens the public's right to enjoy the shoreline (preclusion of access, discouraging access through proximity of development, etc.). The guidelines also note the benefits which may be realized by requiring the provision of lateral access:

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SANTA LUCIA COMPANY

7

Lateral access services basically two functions in terms of need:

(1) the provision of lateral access can minimize the number of vertical accessways required...and (2) the provision of lateral access recognizes the potential for conflicts between public and private use and creates a type of access that allows the public to move freely along all the tidelands...

The guidelines conclude that the "need" determination should be measured in terms of providing access that buffers public access to the tidelands from the burdens generated on access by private development.

The nearest public vertical access point, to the north of the applicants site is Julia Pfeiffer Burns State Park, five miles upcoast. The closest vertical access point to the south, is Limekiln Creek, nine miles to the south. While John Little State Reserve is adjacent to the applicant's site, vertical access is not provided as the Reserve is not yet open. When access is opened at John Little State Reserve, adequate access would exist nearby and thus the need for vertical access through the applicant's site would not be necessary.

Thus, as conditioned to require both lateral and vertical access through the applicants property, the project is consistent with Sections 30210-12 of the Coastal Act.

CEQA/LCP

6. As conditioned, approval of the project will not result in any significant adverse environmental impacts within the meaning of the CEQA.

The Monterey County LCP Land Use Plan for the Big Sur Coast was conditionally approved by the Coastal Commission on September 3, 1981.

Scenic Resources

The Key Policy of the Scenic Resources Section, 3.2.1,, states that the County policy is to prohibit all future development visible from Highway One. As designed, and as conditioned, the project is consistent with this section of the LUP.

Water

The applicant has an existing water supply system, utilizing two springs near Soberanes Creek. LUP policies require water conservation and preservation of riparian habitats. As conditioned to require participation in a water management district, the project is consistent with the LUP policies.

Access

As conditioned, the LUP requires access dedications on all properties fronting the shoreline where new development is proposed.

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SANTA LUCIA COMPANY

8

"Policy 6.1.5.A.2: Revise the policy to require that access dedications or offers thereof will be required in all locations fronting the shoreline as a condition of new development. Where vertical or lateral access is found to be inappropriate due to conflicts with fragile coastal resources, military security, or public safety, only that form of shoreline access (vertical, lateral, visual) which is suitable for the site need to be required. Offers must be permanent, but access will be developed and opened to public use in accordance with LUP policies. Commission/Conservancy "Standards and Recommendations for Access" shall be follows."

As conditioned to require a lateral and vertical access easements, the project is consistent with the access policies of the conditionally certified LUP.

EXHIBIT ARECOMMENDED CONDITIONSI. STANDARD CONDITIONS

1. Notice of Receipt and Acknowledgement. The permit is not valid and development shall not commence until a copy of the permit, signed by the permittee or authorized agent, acknowledging receipt of the permit and acceptance of the terms and conditions is returned to the Commission office.

2. Expiration. If development has not commenced, the permit will expire two years from the date on which the Commission voted on the application. Development shall be pursued in a diligent manner and completed in a reasonable period of time. Application for extension of the permit must be made prior to the expiration date.

3. Compliance. All development must occur in strict compliance with the proposal as set forth in the application for permit, subject to any special conditions set forth below. Any deviation from the approved plans must be reviewed and approved by the staff and may require Commission approval.

4. Interpretation. Any questions of intent or interpretation of any condition will be resolved by the Executive Director or the Commission.

5. Inspections. The Commission staff shall be allowed to inspect the site and the development during construction subject to 24-hour advance notice.

6. Assignment. The permit may be assigned to any qualified person provided assignee files with the Commission an affidavit accepting all terms and conditions of the permit.

7. Terms and Conditions Run with the Land. These terms and conditions shall be perpetual, and it is the intention of the Commission that the permittee to bind all future owners and possessors of the subject property to the terms and conditions.

REEL 2884 PAGE 237

Exhibit 1 to the Staff Recommendation and Findings (Exhibit A) of Coastal Development Permit No. 3-82-1 is on file and can be viewed in the offices of the California Coastal Commission, Santa Cruz District Office, at 640 Capitola Road, Santa Cruz, California 95062-2799.

Exhibit 1 . . . Location Map

SCENIC EASEMENT I

Certain real property situate in Section 10, Township 21 South, Range 3 East, Mount Diablo Base and Meridian, County of Monterey, State of California, particularly described as follows:

An easement for scenic purposes over the following described parcel of land:

BEGINNING at a point on the westerly line of State Highway No. 1 at the northern most corner of Parcel 1 as shown on that certain map entitled, "Parcel Map of Redwood of Parcels 3 and 8, as shown in Volume 5, Surveys, Page 99, etc.," filed in Volume 15 of Parcel Maps at Page 18, records of Monterey County, California; and running thence along the northerly boundary of Parcel 1

(1) S. $89^{\circ} 16'$ W., $300 \pm$ feet to a 4"x4" post marked "1/4 Cor S9-S10"; thence along the section line between Section 9 and Section 10

(2) S. $1^{\circ} 57'$ W., $483 \pm$ feet to a 3"x3" stake; thence leaving said section line

(3) S. $45^{\circ} 00'$ E., 280 feet

(4) S. $77^{\circ} 00'$ E., $350 \pm$ feet to a point on the said westerly line of State Highway No. 1; thence northwesterly along westerly line of State Highway No. 1

(5) 249.70 feet along the arc of a curve concave to the southwest having a radius of 2960 feet through a central angle of $4^{\circ} 50'$; thence tangentially

(6) N. $17^{\circ} 32'$ W., 93.55 feet; thence

(7) Northwesterly, 340.14 feet along the arc of a curve concave to the east having a radius of 1840 feet through a central angle of $10^{\circ} 35' 30''$; thence tangentially

(8) N. $6^{\circ} 56' 30''$ W., 140.00 feet to the point of beginning, and as shown on the attached map entitled, "Access and Scenic Easements, Exhibit A."

June 16, 1992
W. O. 1558-81A

1 of 6

EXHIBIT C

SCENIC EASEMENT II

Certain real property situate in Section 10, Township 21 South, Range 3, Mount Diablo Base and Meridian, County of Monterey, State of California, particularly described as follows:

An easement for scenic purposes over the following described parcel of land

BEGINNING at a point on the westerly line of State Highway No. 1, distant No. $27^{\circ} 01' 30''$ W., 510.13 feet from a point that is 40.00 feet left of centerline Station 191 + 55.39 as shown on that certain map entitled, "Parcel Map of Redivision of Parcels 3 and 8, as shown in Volume 5, Surveys, Page 99, etc.," filed in Volume 15 of Parcel Maps at Page 18, records of Monterey County, California; and running thence along the westerly line of State Highway No. 1

(1) N. $27^{\circ} 01' 30''$ W., 65.00 feet; thence

(2) Tangentially, northerly 275.00 feet along the arc of a curve concave to the east having a radius of 2040 feet through a central angle of $7^{\circ} 43' 25''$; thence leaving said westerly line of State Highway No. 1

(3) Radially, S. $70^{\circ} 41' 58''$ W., 40.00 feet; thence

(4) S. $2^{\circ} 58' 07''$ W., 397.82 feet; thence

(5) N. $62^{\circ} 58' 30''$ E., 220.00 feet to the point of beginning, and as shown on the attached map entitled, "Access and Scenic Easements, Exhibit A."

June 16, 1992
W. O. 1558-81A

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EXHIBIT C

SCENIC EASEMENT III

Certain real property situate in Section 10, Township 21 South, Range 3, Mount Diablo Base and Meridian, County of Monterey, State of California, particularly described as follows:

An easement for scenic purposes over the following described parcel of land:

That strip of land eighty (80) feet or less in width lying between the westerly line of State Highway No. 1 and the Lateral Public Access Easement described as follows:

A meandering easement for hiking and riding trail purpose 25 feet wide within a corridor of eighty feet or less lying adjacent and westerly of the following described line:

BEGINNING at a point on the westerly line of State Highway No. 1 at the northern most corner of Parcel 1, as shown on that certain map entitled, "Parcel Map of Revision of Parcels 3 and 8, as shown in Volume 5, Surveys, Page 99, etc.," filed in Volume 15 of Parcel Maps at Page 18, records of Monterey County, California; and running thence southeasterly along the westerly line of State Highway No. 1

- (1) S. $6^{\circ} 56' 30''$ E., 140.00 feet; thence
- (2) Tangentially, southerly 340.14 feet along the arc of a curve concave to the east having a radius of 1840 feet through a central angle of $10^{\circ} 35' 30''$; thence
- (3) Tangentially, S. $17^{\circ} 32' E.$, 93.55 feet; thence
- (4) Tangentially, southerly 477.87 feet along the arc of a curve concave to the west having a radius of 2960 feet through a central angle of $8^{\circ} 45' 30''$; thence
- (5) Tangentially, S. $8^{\circ} 46' 30'' E.$, 381.68 feet; thence
- (6) Tangentially, southerly 208.88 feet along the arc of a curve concave to the east having a radius of 2040 feet through a central angle of $5^{\circ} 52' 00''$; thence
- (7) Tangentially, S. $14^{\circ} 38' 30'' E.$, 270.77 feet; thence
- (8) Tangentially, southeasterly 440.90 feet along the arc of a curve concave to the east having a radius of 2040 feet through a central angle of $12^{\circ} 23' 00''$; thence
- (9) Tangentially, S. $27^{\circ} 01' 30'' E.$, 575.13 feet; thence
- (10) Tangentially, southeasterly 525.71 feet along the arc of a curve concave to the northeast having a radius of 840 feet through a central angle of $35^{\circ} 51' 30''$; thence

3 of 6

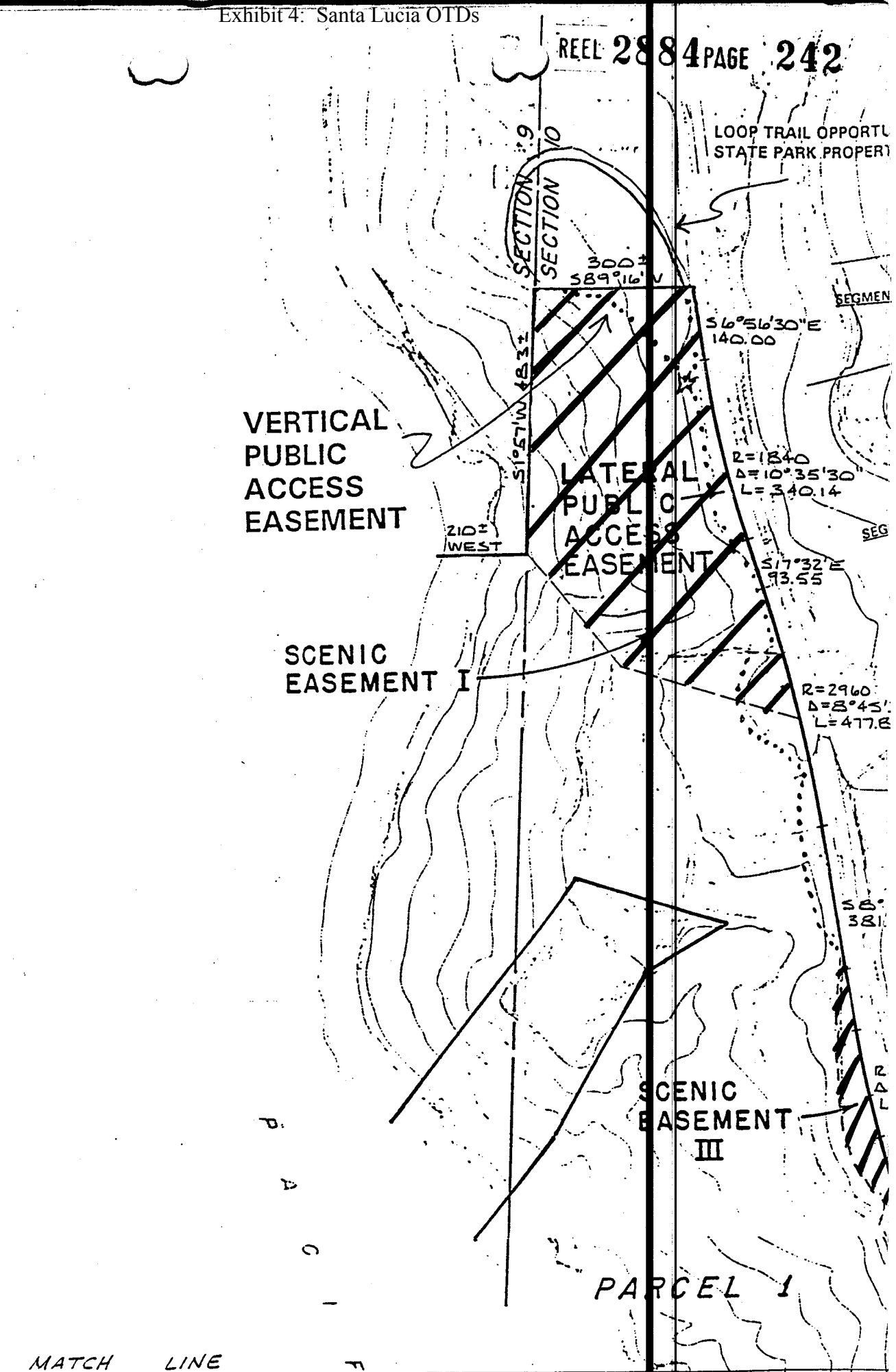
EXHIBIT C

- (11) Tangentially, S. $62^{\circ} 53'$ E., 85.13 feet; thence
- (12) Tangentially, southerly 412.16 feet along the arc of a curve concave to the southwest having a radius of 460 feet through a central angle of $51^{\circ} 20' 12''$; thence
- (13) Non-Radially, S. $77^{\circ} 19' 11''$ W., 13.42 feet; thence
- (14) S. $12^{\circ} 40' 49''$ E., 97.86 feet; thence
- (15) Tangentially, southerly 195.47 feet along the arc of a curve concave to the east having a radius of 800 feet through a central angle of $14^{\circ} 00'$ to the southeast corner of said Parcel 1, and as shown on the attached map entitled, "Access and Scenic Easements, Exhibit A."

July 30, 1991
Rev. June 16, 1992
W. O. 1558-81A

4 of 6

EXHIBIT C



NOTES:

- (1) All trail user parking to be located on John Little Reserve. Grantee shall agree to periodically review with CalTrans the need and management of parking along the property.

REEL 2884 PAGE 243

ITY ON

1 The trail head with adequate parking and signage would be built on the John Little State Park and the trail extended southerly along a 200 foot section bearing southerly parallel to and near the highway, on a sloping parcel below the highway. At the junction point marked "X" a 10' wide vertical easement would be provided for approximately 300 feet northwesterly across brush covered, relatively flat land to a point on John Little State Park which will provide opportunity for a short "loop" trail proximate to the State Park.

2 Continuing southerly from the junction point, the trail would be located below the (mail box) parking area and the highway on a side slope to an existing old driveway. Grantee shall take affirmative steps to discourage trail access from this mailbox area.

SEGMENT 3

The trail would head west on the existing driveway for 40', then head south on the 395' contour line ending at a driveway gate.

SEGMENT 4

From the driveway gate, the trail would be located below the highway on a steep slope for about 400'. The centerline of this segment of the trail will be approximately 50 feet west of the property line.

8°30'E
2040
5°52'
208.88

2040
5°52'
208.88

14°38'30"E
270.77

R=2040
Δ=4°39'35"
L=163.90

R=2040

SEGMENT 5

At this point, the trail could follow an existing trail for about 1050' to a second driveway gate.



Scenic Easement
Areas I, II & III

SEGMENT 6

From the second driveway gate, a new trail would extend about 30 feet westerly, then head southerly 150 feet on a slope above the highway (separated enough to not be visible from the highway or screened by vegetation). Fencing and signing would be placed on the west side of the trail to prohibit access to the

MATCH LINE

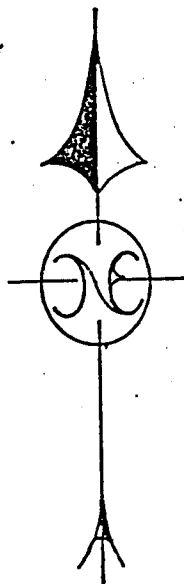
EXHIBIT C
5 of 6

MATCH LINE

REEL 2884 PAGE 244

NOTES:

- (1) All trail user parking to be located on Little Reserve. Grantee shall agree to periodically review with CalTrans the distribution and management of parking along the property's easterly boundary, in order to discourage trail oriented parking along Highway by signs, fences, barriers, vegetation, etc.
- (2) Grantee shall limit access to trail head only and shall prevent access from along Highway by signs, fences, barriers, vegetation, etc.



SCENIC
EASEMENT II
BUILDING
SITE

ARCHAEOLOGICAL
EASEMENT

NEILL ENGINEERS

JUN 13 1992

BOX LL, CARMEL, CALIF.

ACCESS AND SCENIC EASEMENT

EXHIBIT A

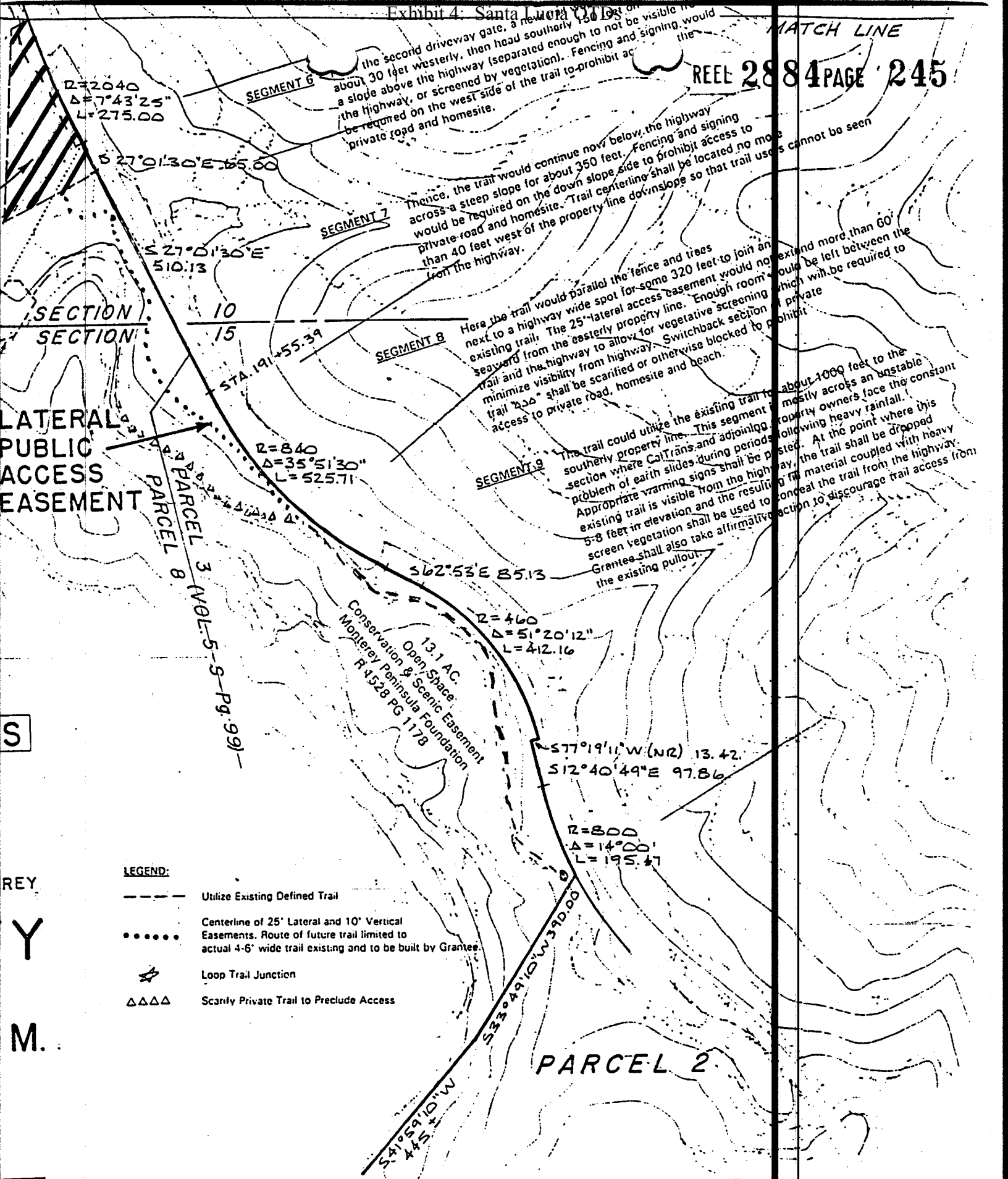
NEILL ENGINEERS, INC.

CARMEL • MONT

MAP OF PROPERTY
IN SECTIONS 9, 10, 15
T. 21 S., R. 3 E., M.D.B. &
MONTEREY COUNTY, CALIFORNIA
FOR SANTA LUCIA COMPANY

W.O. 1558-85
FEBRUARY 1985
SCALE: 1" = 200'
CONTOUR INTERVAL 10'
REV: JULY 1991
JUNE 1992

Clayton B. Neill Jr.
Registered Civil Engineer NO



REY
Y
M.

2805

Public Resources Code Section 30106

"Development" means, on land, in or under water, the placement or erection of any solid material or structure; discharge or disposal of any dredged material or of any gaseous, liquid, solid, or thermal waste; grading, removing, dredging, mining, or extraction of any materials; change in the density or intensity of use of land, including, but not limited to, subdivision pursuant to the Subdivision Map Act (commencing with Section 66410 of the Government Code), and any other division of land, including lot splits, except where the land division is brought about in connection with the purchase of such land by a public agency for public recreational use; change in the intensity of use of water, or of access thereto; construction, reconstruction, demolition, or alteration of the size of any structure, including any facility of any private, public, or municipal utility; and the removal or harvesting of major vegetation other than for agricultural purposes, kelp harvesting, and timber operations which are in accordance with a timber harvesting plan submitted pursuant to the provisions of the Z'berg-Nejedly Forest Practice Act of 1973 (commencing with Section 4511).

As used in this section, "structure" includes, but is not limited to, any building, road, pipe, flume, conduit, siphon, aqueduct, telephone line, and electrical power transmission and distribution line.

EXHIBIT D

PERMIT

PUBLIC RESOURCES
CODE SECTION 30106

Recording Requested by and
When Recorded Mail to:
California Coastal Commission
631 Howard Street, Fourth Floor
San Francisco, California 94105

EXHIBIT E
PERMIT NO. _____
Acceptance Certificate
Page one (1) of two (2)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Offer to Dedicate dated _____, executed by _____ and recorded on _____, as Instrument Number _____ is hereby accepted by _____, a public agency/private association on _____, pursuant to authority conferred by resolution of the _____ adopted on _____, and the grantee consents to recordation thereof by its duly authorized officer.

By: _____

Dated: _____

For: _____

STATE OF CALIFORNIA)
)ss
COUNTY OF _____)

On this _____ day of _____, in the year 19____, before me, _____, a Notary Public, personally appeared _____, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed this instrument as _____ of _____ and acknowledged to me that the _____ executed it.

NOTARY PUBLIC IN AND FOR
SAID COUNTY AND STATE

ACKNOWLEDGEMENT BY THE CALIFORNIA COASTAL COMMISSION
OF ACCEPTANCE OF OFFER TO DEDICATE

This is to certify that _____
is a public agency/private association acceptable to the Executive Director
of the the California Coastal Commission to be Grantee under the offer to
Dedicate executed by _____ of
_____, and recorded on _____, in the
office of the County Recorder of _____ County as
Instrument Number _____.

Dated: _____

California Coastal Commission

END OF DOCUMENT